

STATE OF FLORIDA  
FLORIDA DEPARTMENT OF CORRECTIONS

## PURCHASE ORDER

PO NO: S 7000 C06197

ISSUE DATE: JULY 01, 200

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE,  
SHIPMENTS, AND INVOICES. SEE REVERSE SIDE FOR  
ADDITIONAL TERMS AND CONDITIONS.

SHIP TO: REG I TALLAHASSEE COMM CORR  
1711 MAHAN DR  
TALLAHASSEE

FL 32308

INVOICE TO: DEPT OF CORRECTIONS/FIN SRVS  
ADMIN SERVICE CENTER - REG 1  
19568 SE INSTITUTION DR  
BLOUNTSTOWN FL 32424-9

VENDOR (NOT TRANSFERABLE)

LEON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
301 S MONROE ST  
TALLAHASSEE

FL 32301-0000

VEN#: F596000708105  
CMDE: E  
BID/QUOTE/CONT NO:

## ATTACHMENT

PURCHASE REQUEST NO. 68708

VENDOR NO. 850/377-4428  
FAX NO. 850/487-7947

THIS PURCHASE ORDER WILL SUPERCEDE  
S 7000 C02450 EFFECTIVE 07/01/03.

STATE SALES TAX EXEMPT

P.O. LINE	COMMODITY CODE DESCRIPTION	QUANTITY AND UNIT	UNIT PRICE	EXTENDED TOTAL
1	912 015 000 0000 TERM PURCHASE ORDER FOR THE CONTINUATION OF OF OUTPATIENT SUBSTANCE ABUSE DRUG COURT TREATMENT SERVICES TO OFFENDERS UNDER DEPARTMENT SUPERVISION IN JUDICIAL CIRCUIT 2.		\$20,000.000 0.000% DISC TAKEN	\$20,000.

EFFECTIVE 7/1/03-06/30/04

SEE ATTACHMENT I FOR CONTRACTUAL  
LANGUAGE.

SEE ATTACHMENT II FOR SCOPE OF WORK  
AND RATE OF PAY.

SEE ATTACHMENT III FOR FINANCIAL AND  
COMPLIANCE AUDITS - SPECIAL AUDIT  
REQUIREMENTS

SEE ATTACHMENT A FOR SAMPLE INVOICE.

1 VENDOR COPY

CONTINUED ON NEXT PAGE

**Attachment I**

**Purchase Order Number: S 7000 C06197**

**In accordance with Section 287.058, Florida Statutes, the following terms and conditions are hereby attached and incorporated into the above referenced purchase order:**

- A. Bills or invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- B. Authorization for the Department of Corrections to reimburse travel expenses must be obtained in advance. Bills or invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061.
- C. This agreement shall be unilaterally cancelled by the Department of Corrections for refusal by the vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119.07(1), Florida Statutes and made or received by the vendor in conjunction with the contract.
- D. The deliverables set forth in this purchase order agreement, which shall include, but are not limited to, reports, findings and drafts, must be received and accepted in writing by the Department of Corrections prior to payment.
- E. The Department of Corrections may cancel all or any portion of this purchase order if delivery or performance is not completed within the specified time period as listed on the purchase order.
- F. **THIS PURCHASE ORDER WILL NOT BE RENEWED.**
- G. The vendor signifies agreement with all terms and conditions of the purchase order by providing the services described herein.
- H. The State of Florida's performance and obligation to pay under this purchase order is contingent upon an annual appropriation by the Legislature.
- I. The terms and conditions of this purchase order may not be modified by the vendor. Compensation will not be made on the basis of modification of this purchase order by the vendor.
- J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**I. SCOPE OF CONTRACTUAL PURCHASE ORDER****A. General Overview of Services**

The Vendor shall provide a Drug Court Substance Abuse Treatment Program in the Second Judicial Circuit through a Sub-contractual Purchase Order with one or more substance abuse treatment providers qualified to provide the substance abuse treatment services described herein. Sub-contractual Purchase Ordered providers shall be required to complete necessary forms to request reimbursement from the Vendor. The Department will not pay Sub-contractual Purchase Ordered providers directly. The program cost includes intake assessment, group and individual counseling, urinalysis, and any other services described herein. Offenders must be court-ordered into the program. This Contractual Purchase Order covers services provided for the period of **July 1, 2003 through June 30, 2004**, or the amount of \$20,000, whichever comes first. The Department reserves the right to cancel the contractual purchase order with thirty (30) days advance written notice to the Vendor.

**B. Services to Be Provided**

The Vendor shall provide a Drug Court Substance Abuse Treatment Program for offenders residing in the Second Judicial Circuit who are court-ordered into the program and approved by the Department to receive services. The Vendor shall be compensated for provision of **intake assessment and group counseling** only for offenders participating in the Drug Court Substance Abuse Treatment Program. Intake Assessments shall be billed one time only for offenders participating in the program. Group counseling sessions shall be defined as therapeutic counselor-facilitated treatment groups lasting a minimum of ninety (90) minutes. The Vendor shall agree to provide all other Phase I, II and III services at no cost to the Department, to offenders who are participating in the program and who are supported by the Department through this Contractual Purchase Order. Provision of all other Phase I, II and III services to these offenders shall be supported through other funding sources.

**1. Administrative Services**

The Vendor shall:

- a) Negotiate and execute a Sub-purchase agreement with one or more licensed substance abuse treatment providers in accordance with Section IV. "Subvendors" of this Contractual Purchase Order to provide the substance abuse treatment services and record documentation described in Section I., B., 2., "Sub-contractual Purchase Ordered Services" below.
- b) Ensure that each Subvendor maintains appropriate licensure according to standards established by the Florida Department of Children and Families.
- c) Provide the Department with a monthly program report detailing the name and DC Number of each offender served, the type of services received by each offender for that month, the offender's entry date, exit date, type of discharge,

if applicable, and the number of days out of 30 the offender was enrolled in the program. Completion of the Monthly Drug Court Invoice and Program Report (Attachment A) shall satisfy this reporting requirement.

- d) Monitor the Subvendor to ensure that services are being provided according to the service specifications outlined in Section I.,B.,2.of this Contractual Purchase Order. At a minimum the Vendor shall:

- (1) Maintain records sufficient to document that services are received by individual offenders as required. This documentation shall be available for review upon the Department's request.

## **2. Sub-contractual Purchase Ordered Services**

The Vendor shall ensure that the following services are provided by the Subvendor. All substance abuse treatment services provided under this Contractual Purchase Order shall be in accordance with Chapter 65D-30, F.A.C. and Chapter 397, F.S.

### **a. Program Licensure**

The Subvendor providing these services shall meet all applicable licensure requirements of the Department of Children and Families standards identified in Chapter 397 of the Florida Statutes and Chapter 65D-30 of the Florida Administrative Code (and all rule updates). The Subvendor shall possess all current levels of licensure required by the Department of Children and Families for the county(s) in which the services are being offered. In addition, the Subvendor shall have a minimum of three (3) years of experience in the provision of substance abuse treatment

### **b. Offender Referral**

Offenders must be court-ordered to participate in the program. All offenders participating in the program must also be referred by the Department, in writing. In order for an offender to be referred, the offender must be under community supervision and must be court-ordered to participate in the program. The requirement for written referral may be satisfied with the completion of Section I of the Community Supervision Program Referral Form (DC5-404) by the Contractual Purchase Order Manager or designee. Only offenders referred by the Department are eligible to occupy a treatment slot under this Contractual Purchase Order.

The Vendor/Subvendor is responsible for ensuring that each offender screened for admission to the treatment program has a Community Supervision Program Referral Form with Section I filled out on his or her behalf. The Vendor/Subvendor is also responsible for completing and submitting Sections II and III of the Community Supervision Program Referral Form (DC5-404) at the appropriate times to the Department's designee, as identified by the Contractual Purchase Order Manager. The Department is not liable for payment for any

offender who does not have a Community Supervision Program Referral Form on file with the Subvendor.

The Vendor/Subvendor shall ensure that all offenders sign appropriate releases, including releases that allow the Department access to all program information and urinalysis results regarding the offender prior to services being rendered.

c. Admission Criteria

The criteria to be considered eligible for admission to the program is as follows:

- 1) Offender must be under Community Supervision with the Department;
- 2) Offender must be court-ordered to participate in the program; and
- 3) Offender must be referred, in writing, by the Department in accordance with section b. "Offender Referral" above.

d. Program Discharge

The Vendor shall advise the Contractual Purchase Order Manager in writing of the standard criteria for a successful, unsuccessful or administrative discharge from the program.

The Vendor or Subvendor shall notify the offender's supervising Probation Officer, in writing, within forty-eight (48) hours of an offender's discharge from the program.

Additionally, a written Discharge Report shall be completed by the Vendor/Subvendor for each offender discharged from the program, and submitted to the offender's supervising Probation Officer within 15 working days of discharge. This discharge report must specifically state whether an offender has been successfully, unsuccessfully, or administratively discharged from the treatment program, identify any ancillary programs the offender participated in while in the treatment program, and outline an aftercare plan and/or further treatment recommendations. In addition, the Vendor/Subvendor shall complete Section III of DC5-404, Community Supervision Program Referral Form and submit the original to the Department's designee.

e. Program Locations

All program sites shall be located in the Second Judicial Circuit.

f. Minimum Required Program Components

Phase I: An intensive outpatient treatment phase lasting a minimum of six to twelve (6-12) weeks. During this phase, each offender referred to the program shall be given a psychosocial and physical health assessment in accordance with applicable sections of Chapter 65D-30, F.A.C. This assessment should include

**Attachment II for Purchase Order No. S 7000 C06197**

treatment recommendations. Offenders shall participate in individual, group, and relapse prevention counseling as needed. Offenders shall submit to urinalysis a minimum of 2 times per week during this phase. Offenders shall report to the Court weekly or bi-weekly, as directed. Offenders may return to Phase I for additional periods of supervision and treatment, if needed.

Phase II: A medium intensity outpatient treatment phase lasting a minimum of eight (8) weeks, but may be extended for individual offenders on a case by case basis. During this phase, each offender referred to the program shall be given a psychosocial and physical health assessment in accordance with applicable sections of Chapter 65D-30, F.A.C. This assessment should include treatment recommendations. Offenders shall participate in individual, group, and relapse prevention counseling as needed. Offenders shall submit to urinalysis a minimum of one (1) time per week during this phase. Offenders shall report to the Court bi-monthly, as directed.

Phase III: A minimum intensity outpatient treatment phase. Offenders in this phase shall participate in individual, group, and relapse prevention counseling as needed, submit to random urinalysis, and report to the Court on a quarterly basis.

**g. Clinical Files**

The Vendor/Subvendor shall maintain clinical files for each offender participating in the program in accordance with Chapter 65D-30, F.A.C., Chapter 397, F.S., and 42 Code of Federal Regulations Part 2 (42 C.F.R. Part 2).

**h. Confidentiality**

The Vendor/Subvendor shall maintain confidentiality with reference to individual offenders in treatment in accordance with applicable local, state, and federal law. The Vendor/Subvendor shall agree that all information and records obtained in the course of providing services to clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

**Reporting Requirements**

- 1) Discharge Reports – The Vendor/Subvendor shall submit a discharge report for each offender discharged from the program as described in section I. B.2. d., “Program Discharge” above to the Department’s designee, as identified by the Contractual Purchase Order Manager.
- 2) Urinalysis Results – The Vendor/Subvendor shall submit a monthly report detailing the dates, drugs tested for, and results of all urinalysis for each individual offender to the Department’s designee, as identified by the Contractual Purchase Order Manager.
- 3) Incident Reports - The Vendor/Subvendor shall immediately inform the Contractual Purchase Order Manager or designee, by means of telephone of

any situation or event involving life-threatening injury to offenders or staff, any event requiring emergency evacuation of the program location, death of an offender, or any other serious incident that may be subject to public interest (i.e. homicides by probationers). The telephone report shall be followed by a written report submitted during regular business hours. The Vendor/Subvendor shall also submit a written report within twenty-four (24) hours of all incidents, including but not limited to, incidents involving any use of force by a staff member upon an offender, significant staff disciplinary incidents, staff employment terminations, any and all new staff arrests, physical or verbal threats and assaults by an offender upon another offender or staff, destruction of property and offender medical emergencies. The Vendor/Subvendor shall submit a report of any incident not described above but requiring investigation within twenty-four (24) hours of knowledge of the incident.

### 3. Vendor Staffing Requirements

This section applies to all Contractual Purchase Ordered or Sub-contractual Purchase Ordered staff assigned to this project.

#### a. Staffing Qualifications:

- 1) All professional staff/agencies performing substance abuse treatment services shall do so in accordance with all applicable local, state and federal law.
- 2) Acceptable Counselor Qualifications are as follows:
  - (a) A bachelor's degree from an accredited college or university in any of the social sciences and two (2) years of professional experience in chemical addiction counseling; or
  - (b) A bachelor's degree from an accredited college or university in any unrelated area of study; and three (3) years of professional experience in chemical addiction counseling; or
  - (c) A master's degree from an accredited college or university in any of the social sciences; and one (1) year of professional experience in chemical addiction counseling; or
  - (d) A master's degree from an accredited college or university in any unrelated area of study; and two (2) years of professional experience in chemical addiction counseling; or
  - (e) A Ph.D. from an accredited college or university in chemical addiction counseling; or

- (f) A Ph.D. from an accredited college or university in any unrelated area of study; and one (1) year of professional experience in chemical addiction counseling; or
  - (g) Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional 1 or 2 (CAAP), Certified Criminal Justice Associate Addictions Professional 1 or 2 (CCJAAP); or
  - (h) An associate's degree from an accredited academic institution and four (4) years of professional experience in chemical addiction counseling; or
  - (i) A high school diploma/GED and six (6) years of professional experience in chemical addiction
- b. Staffing Levels: The Vendor/Subvendor shall comply with all counselor-to-client ratios established in applicable sections of Chapter 65D-30, F.A.C.
  - c. Clinical Supervision Requirements: All substance abuse treatment services shall be provided by a "qualified professional" as defined in F.S. 397 and Chapter 65D-30, F.A.C., and shall be in accordance with all applicable local state and federal laws, rules and regulations.
  - d. Quality Assurance: In accordance with Chapter 65D-30.004(2), FAC., the Subvendor shall have a quality assurance/quality management program which complies with the requirements established in section 397.419, Florida Statutes, and which ensures the use of a continuous quality improvement process.
  - e. Staff Conduct: The Vendor agrees to orient the Subvendor to the following code of conduct related to working with Florida Department of Corrections' offenders:
    - (1) Staff assigned to this project shall not display favoritism or preferential treatment of one offender or group of offenders over another.
    - (2) Staff assigned to this project shall not deal with any offender except in a relationship that will support the approved goals of the program. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Contractual Purchase Order Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
    - (3) Staff assigned to this project shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.



- (4) Unless approved, in writing, by the Contractual Purchase Order Manager, staff assigned to this project shall not have outside contact (other than incidental contact) with an offender enrolled in the program, their family or close associates, except for those activities which are an approved part of the program and part of the employee's job description.
- (5) Staff assigned to this project shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. The Vendor/Subvendor shall ensure that the conduct of all employees is above reproach. Not only must employees avoid misconduct, but the appearance of misconduct as well.
- (6) Any violation or attempted violation of the restrictions referred to in this section on employee conduct shall be reported by phone and in writing to the Contractual Purchase Order Manager or their designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of this Contractual Purchase Order.
- (7) The Vendor/Subvendor shall report any violations detailed above and any other incident requiring investigation by the Vendor/Subvendor in writing to the Contractual Purchase Order Manager within 24 hours of the Vendor's/Sub-vendor's knowledge of the incident.

f. Staff Employment Regulations

- (1) The Vendor's staff assigned to this project shall be subject, at the Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contractual Purchase Order period. In order to carry out this background check, upon request, the Vendor shall provide the Contractual Purchase Order Manager or designee with the following data for any individual Vendor or subvendor's staff assigned to the Contractual Purchase Order: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Department shall review the submitted proposed employee information and make a determination within five (5) business days. The Vendor shall also submit to fingerprinting for submission by the Department of Corrections to the Federal Bureau of Investigation (FBI) for all temporarily approved new hires. The Vendor shall not consider new employees to be on permanent status until the Department receives a favorable report from the FBI.
- (2) The Vendor shall not offer employment to any individual or assign any individual to work under the Contractual Purchase Order, who has not had an NCIC/FCIC background check conducted and been approved in writing

by the Contractual Purchase Order Manager or designee to commence employment at the Contractual Purchase Order program.

- (3) The Vendor shall not hire any individual or assign any individual to work under the Contractual Purchase Order, who has been barred from any Department institution or other Department facility.
- (4) The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contractual Purchase Order. The Department is under no obligation to inform the Vendor of background check findings or criteria for disqualification or removal.
- (5) The Vendor shall not employ any individual at any program site under this project who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Vendor's agency that are independent of the Contractual Purchase Order program. The objective of this provision is to ensure that no employee of the Vendor, under any such legal constraint, has contact with or access to any records of the Department of Corrections' offenders participating at sites under this Contractual Purchase Order.
- (6) The Vendor shall not employ any offender under supervision of the Department of Corrections under this Contractual Purchase Order. Additionally, the Vendor shall not employ such an offender as a subvendor, nor shall the Vendor permit such an offender, working for an independent employer, to perform any type of work for the Vendor. Employment is considered any activity for which a person is or should be compensated, monetarily or otherwise, under normal circumstances.
- (7) The Vendor shall disclose any business or personal relationship a Vendor's staff person or potential hire working under this Contractual Purchase Order may have with anyone presently incarcerated in a Florida Department of Corrections facility or under the supervision of the Florida Department of Corrections. Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous relationships exist between the offender and any staff of the Vendor. It is the responsibility of the Vendor to advise the Contractual Purchase Order Manager or designee of any known pre-existing relationships between staff working under this Contractual Purchase Order and offender. Chapter 33-208.002 (27) of the Florida Administrative Code shall apply at the program, which stipulates that marriage between an employee and an offender is prohibited.
- (8) The Vendor shall immediately report any new arrest, criminal charges or convictions and any active felony or misdemeanor supervision of any current employee performing services under this Contractual Purchase Order.
- (9) The Vendor shall screen all prospective employees working under this Contractual Purchase Order through referral and employment checks. The

Vendor shall require that all proposed employees provide the details of any of the following criminal background information:

- (a) Conviction for a felony or first-degree misdemeanor.
- (b) Plea nolo contendere or plea guilty to a crime that is a felony or first-degree misdemeanor.
- (c) Had adjudication of guilt withheld to a crime that is a felony or a first-degree misdemeanor.
- (d) Current pending charges for a violation of law.

(10) The Vendor shall note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right of prior approval in such cases. Generally, two (2) years should have elapsed since the employee's last conviction and completion of sanctions before they become eligible for hire.

#### **4. Contractual Purchase Order Performance Measures**

The Vendor shall submit all required reports as outlined in **Section I. B.1. d)** and the Monthly Drug Court Program Invoice (Attachment A).

The Vendor shall advise the department in writing of any extenuating circumstances that will prohibit them from meeting the outlined performance standards.

#### **5. Vendor Monitoring**

Representatives of the Vendor shall meet with the Contractual Purchase Order Manager, or their designee, twice per year (at a minimum of every six (6) months) to informally discuss and review program status. The Vendor shall maintain proper records and quality controls, which can be inspected by the Department at any time, on site, and with reasonable notice. The Department will conduct a Contractual Purchase Order compliance monitoring at a minimum of once every twelve-(12) months. In addition, the Vendor shall meet with the Contractual Purchase Order Manager, or designee, upon request, for the purpose of Contractual Purchase Order updates and management review.

When issues of non-compliance are identified in the monitoring report the Contractual Purchase Order Manager will require the Vendor to submit a written corrective action plan (CAP) to the Contractual Purchase Order Manager within thirty (30) days or less of receipt of the monitoring report, depending on the seriousness of the non-compliance issue. If necessary, a follow-up monitoring visit will be scheduled by the Contractual Purchase Order Manager, at which time full compliance with the scope of the Contractual Purchase Order must be met. Failure to correct deficiencies as outlined in

the monitoring report may result in a determination of breach of Contractual Purchase Order and termination of this Contractual Purchase Order.

#### 6. Exceptions to Services

Exceptions to any service requirements in this Contractual Purchase Order may be allowed if requested by the Vendor in writing and approved by the Contractual Purchase Order Manager, or designee, in writing.

#### 7. Supplementation of Funds

The Vendor shall provide all services required by the Department. The Department agrees to allow the Vendor to seek other sources of funding in order to supplement the required services as deemed necessary by the Vendor. Through these auspices, the Vendor shall provide services, which meet or exceed the requirements of this Contractual Purchase Order. The Department agrees to allow the Vendor to seek other sources of funding in order to provide all other substance abuse services as indicated to be needed through the assessment and as referenced in this Contractual Purchase Order.

In the event supplemental funds are acquired, the Vendor shall advise the Contractual Purchase Order Manager, in writing, as to the source and amount of supplemental funds.

## II. COMPENSATION

### A. Payment

The Department will compensate the Vendor for services provided to offenders as specified in Section I, Scope of Work, as delineated below, not to exceed the Contractual Purchase Order total of \$20,000:

<b><u>Intake Assessment:</u></b> Cost per assessment, per offender participating in Drug Court Treatment Program	\$20
<b><u>Group Counseling:</u></b> Cost per ninety (90) minute treatment group, per offender participating in Drug Court Treatment Program	\$8

### B. Submission of Invoice(s)

The Vendor agrees to submit invoices for compensation for services in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted by the tenth (10<sup>th</sup>) working day of each month following the end of a monthly billing cycle and shall follow the format outlined in Attachment A – Monthly Drug Court Invoice and Program Report. The Vendor shall submit invoices pertaining to this Contractual Purchase Order to:

Original:

Colin Galloway  
Circuit Program Supervisor  
Department of Corrections  
1240-A Blountstown Highway  
Tallahassee, Florida 32304  
phone: (850) 488-3596  
fax: (850) 922-6299  
email: galloway.colin@mail.dc.state.fl.us

Copy to:

Dennis Nielsen  
Contractual Purchase Order Manager  
Holmes C.I.  
3142 Thomas Drive  
Bonifay, FL 32425  
phone: (850) 547-2100 ext. 232  
fax: (850) 547-0522  
email: nielsen.dennis@mail.dc.statefl.us

C. Official Payee

The name and address of the official payee to whom payment shall be made is as follows:

Board of County Commissioners  
Leon County, Florida  
P.O. Box 726  
Tallahassee, Florida 32302

Phone: (850) 577-4428  
Fax: (850) 487-7947  
Email: billw@mail.co.leon.fl.us

D. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Vendor that occurs as a result of this Contractual Purchase Order.

E. Vendor's Expenses

The Vendor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contractual Purchase Order, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contractual Purchase Order.

F. Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under this Contractual Purchase Order are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contractual Purchase Order or from any other source are not eligible for reimbursement under this Contractual Purchase Order.

G. Tax Exemption

The Department agrees to pay for Contractual Purchase Ordered services according to the conditions of this Contractual Purchase Order. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

**H. Timeframes for Payment and Interest Penalties**

Vendors providing goods and services to the Department should be aware of the following time frames:

Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the ITB or RFP specifications, or this Contractual Purchase Order specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Vendor. The interest penalty provision applies after a thirty-five (35) day time period to health care Vendors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices, which have to be returned to a Vendor because of Vendor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

**I. Final Invoice**

The Vendor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable by the Department or the end date of this Contractual Purchase Order, whichever occurs last. If the Vendor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contractual Purchase Order may be withheld until all applicable deliverables and invoices have been accepted and approved by the Department.

**J. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

**III. Contractual Purchase Order Management**

**A. The Contractual Purchase Order Manager**

The Contractual Purchase Order Manager for this project will be:

Dennis Nielsen, Program Manager  
Community Corrections, Region I  
Holmes C.I.  
3142 Thomas Drive  
Bonifay, FL 32425  
Phone: (850) 547-2100 ext. 232  
Fax: (850) 547-0522  
Email: nielsen.dennis@mail.dc.state.fl.us

The Contractual Purchase Order Manager will perform the following functions:

1. Serve as the liaison between the Department and the Vendor;
2. Verify receipt of deliverables from the Vendor;
3. Monitor the Vendor's progress;
4. Evaluate the Vendor's performance;
5. Review, verify, and approve invoices from the Vendor; and,
6. Evaluate Vendor performance upon completion of the overall Contractual Purchase Order. This evaluation will be placed on file and will be considered if the Contractual Purchase Order is subsequently used as a reference in future procurements.

**B. Vendor's Representative**

The name, address, and telephone number of the representative of the Vendor responsible for administration and performance under this Contractual Purchase Order is:

William J. Wills  
Deputy Court Administrator  
Second Judicial Circuit  
Room 315  
Leon County Courthouse  
Tallahassee, FL 32301  
Phone: (850) 577-4428  
Fax: (850) 487-7947  
Email: billw@mail.co.leon.fl.us

**IV. Conditions**

**A. Sub-contractual Purchase Orders of this Contractual Purchase Order**

The Vendor is fully responsible for all work performed under this Contractual Purchase Order. The Vendor may, upon receiving written consent from the Department's Contractual Purchase Order Manager, enter into written sub-contractual purchase order(s) for performance of certain of its functions under the Contractual Purchase Order. No sub-contractual purchase order, which the Vendor enters into with respect to performance of any of its functions under the Contractual Purchase Order, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All payments to subvendors shall be made by the Vendor.

If a subvendor is utilized by the Vendor, the Vendor shall pay the subvendor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subvendor for any expenses or liabilities incurred under the sub-contractual purchase order and that the Vendor shall be solely liable to the subvendor for all expenses and liabilities under this Contractual Purchase Order. Failure by the Vendor to pay the subvendor within seven (7) working days will result in a penalty to be paid by the Vendor to the subvendor in the amount of one-half ( $\frac{1}{2}$ ) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.



**FINANCIAL AND COMPLIANCE AUDITS  
Special Audit Requirements**

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

**AUDITS****PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$300,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal funds awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Contractor expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

**PART II: STATE FUNDED**

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$300,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In

determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$300,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$300,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <http://sun6.dms.state.fl.us/fsaa/catalog.htm> or the Governor's Office of Policy and Budget website located at <http://www.eog.state.fl.us/> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Governor's Website <http://www.flgov.com/>, Department of Banking and Finance's Website <http://www.dbf.state.fl.us/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

#### REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector Gen	Dennis Nielsen, Program Manager	Bureau of Purchasing
Florida Dept. of Corrections	Community Corrections, Region I	Florida Dept. of Corrections
2601 Blair Stone Road	Holmes Correctional Institution	2601 Blair Stone Road
Tallahassee, FL 32399-2500	3142 Thomas Drive	Tallahassee, FL 32399-2500
	Bonifay, Florida 32425	

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector Gen	Dennis Nielsen, Program Manager	Bureau of Purchasing
Florida Dept. of Corrections	Community Corrections, Region I	Florida Dept. of Corrections
2601 Blair Stone Road	Holmes Correctional Institution	2601 Blair Stone Road
Tallahassee, FL 32399-2500	3142 Thomas Drive	Tallahassee, FL 32399-2500
	Bonifay, Florida 32425	

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A The Department of Corrections at the following address:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector Gen	Dennis Nielsen, Program Manager	Bureau of Purchasing
Florida Dept. of Corrections	Community Corrections, Region I	Florida Dept. of Corrections
2601 Blair Stone Road	Holmes Correctional Institution	2601 Blair Stone Road
Tallahassee, FL 32399-2500	3142 Thomas Drive	Tallahassee, FL 32399-2500
	Bonifay, Florida 32425	

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

## RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of **5 years** from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, Comptroller, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, Comptroller, or Auditor General upon request for a period of **5 years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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**EXHIBIT – 1**

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
70050000	General Revenue	FY 2003-04	70.016	Substance Abuse	\$20,000	Expenses
<b>Total Award</b>					<b>\$20,000</b>	

For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://aspe.os.dhhs.gov/cfda>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://sun6.dms.state.fl.us/fsaa/catalog.htm>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract-t.

## SAMPLE INVOICE

**Contract # S 7000 C06197**

**Attachment #A**

**Substance Abuse Services Contractor, Inc****Address 1**

### Address 2

City, State, ZIP Code

**Electronic Funds Transfer ID:**

**Organization Code (11):**

**Expansion Option(2):**

Object Code (6)

**Electronic Invoice (Program Type):**

## Outpatient

Month of:

Contract #:

[illegible]

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment # 1  
Page 21 of 23

**ATTENTION VENDORS: IMPORTANT, PLEASE READ**

The State of Florida is implementing a new web-based procurement system called "MyFloridaMarketPlace." This system is designed to streamline interactions between vendors and state government entities that purchase goods and services, and provides a user-friendly Internet portal where vendors can register, receive information on upcoming bids, post information on products and services, and receive purchase orders electronically.

The system **allows vendors to communicate to a broader buyer audience**, and will be implemented in a phased approach starting with the Governor's Executive Branch agencies. Subsequently, the system will be made available to public schools, universities, community colleges, and local governments.

**Effective July 1, 2003, vendors must be registered in the system in order to conduct business with the State.** If you have not had the opportunity to register, please log on to the MyFloridaMarketPlace website to complete the registration process. To access online registration, log on to [www.myflorida.com](http://www.myflorida.com), and click on the 'MyFloridaMarketPlace / e-Pro' link under 'Hot Topics.' Once on the 'MyFloridaMarketPlace' website, click on the 'Online Vendor Registration' link to begin registration. In order to register, you will need the following information:

- Company name
- Tax ID type and number – Social Security Number (SSN) or Federal Employer Identification Number (FEIN)
- Tax filing information – Including the business name on your 1099 tax form (where applicable)
- Location information:
  - A business name for each company location (if different from the company name)
  - A complete address for each location (including details for sending purchase orders, payments, and bills to each location)
  - A contact person for each of your locations
- Commodity codes that describe the products and/or services your company provides
- Your CMBE (Certified Minority Business Enterprises) information
- State-issued sequence number and PIN—available from DMS by faxing a request on company letterhead to 850-488-5498

**PLEASE READ THE INFORMATION CAREFULLY.** Part of the Vendor Registration activity includes a section on terms and conditions in which a vendor accepts an agreement to pay a 1% fee on all agency purchases effective July 1, 2003. This fee **does not apply** to existing contracts or those exempted by Rule 60A-1.032 (See [http://marketplace.myflorida.com/related/proposed\\_rule.htm](http://marketplace.myflorida.com/related/proposed_rule.htm)). Vendors will also still need to sign up for electronic notification in bids via the Vendor Bid System (VBS).

We look forward to working with you in MyFloridaMarketPlace. If you have any questions about the registration process, please contact the Vendor Help Desk at 1-866-FLA-ePRO (352-3776) or by e-mailing [VendorHelp@myflorida.com](mailto:VendorHelp@myflorida.com).

Attachment # 1  
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**FLORIDA DEPARTMENT OF CORRECTIONS  
PURCHASE ORDER INSTRUCTIONS**

**VENDOR INSTRUCTIONS**

**Transportation/Delivery**

All commodities purchased are f.o.b. destination, transportation charges prepaid, and no extra charges will be allowed for boxing, crating, packaging, insurance, transportation, assembling and in-place installation unless otherwise specified on the purchase order. A copy of a delivery ticket or packing slip must accompany each shipment, and the Purchase Order number must be shown on the copy.

The following commodity delivery schedule will be in effect; unless otherwise specified: Monday-Friday, excluding State Holidays, 8:00AM until 4PM. Items not delivered in accordance with the delivery schedule and date as reflected in the bid and/or purchase order are subject to refusal by the department. If delivery to purchase order destination(s) can not be made on or before the specified date, the vendor should notify the department's purchasing agent identified on the reverse side of this form if a waiver is desired. Substitute items may be delivered only when prior approval has been granted by the purchaser. The department assumes no liability for merchandise shipped to destinations other than those shown on the purchase order.

**Nonconformance to Specifications**

Any item delivered is subject to testing for compliance to specifications. Commodities delivered that do not conform to specifications may be rejected and returned at the vendor's expense.

**Invoicing**

Vendors should render invoices with an original and three copies for merchandise that has been delivered to the "invoice to" address shown on the purchase order. Attention: Accounting Department. All invoices shall include the purchase order number and the vendor's Federal Employer Identification Number. Under no circumstances shall any invoice be mailed elsewhere within the department. Invoices for merchandise are generally not subject to payment until all items on the purchase order have been delivered in satisfactory condition. Partial payments may be made on partial deliveries at the discretion of the Department unless otherwise specified in the bid or purchase order.

In computing discounts, time will be figured from the date of satisfactory delivery of the commodity or from the date that a correct invoice is received, whichever is later.

**Acknowledgment**

Additional or altered terms presented in an invoice will constitute a counter offer, conditional upon the express consent of the buyer. These terms shall be without legal effect unless expressly assented to by the buyer. Acceptance of shipment will not be deemed as acceptance of the altered or additional contract terms.

**Payment/Vendor Assistance**

Vendors providing goods and services to the department should be aware of the following time frames. Upon receipt, the department has five (5) working days to inspect and approve the goods and services, unless the bid specification, purchase order, or contract specifies otherwise. The department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty set in accordance with Chapter 55.03, F.S., will be due and payable in addition to the invoice amount to the vendor. Payments to health care providers shall be made pursuant to Chapter 215.422(13), F.S. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not begin until a properly completed invoice is provided to the department.

A Vendor Ombudsman has been established with the Department of Banking and Finance to assist vendors who may be experiencing problems in obtaining payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724.

The Vendor Information System phone number is (850) 413-7269 or SUNCOM 293-7269. This system will provide payment information based on vendor number and invoice number and/or dollar amount. It searches for a match within the most recent 30 day period. This number also has a "0" out option if assistance is needed. The vendor ombudsman section will provide assistance.

**P.R.I.D.E.**

If applicable, it is expressly understood and agreed that any articles which are the subject of, or required to carry out this contract shall be purchased from the Corporation identified under Chapter 946, F.S. in the same manner and under the same procedure set forth in Section 946.515 (2) and (4), F.S.; and for the purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. Available products, pricing and delivery schedules may be obtained by contacting PRIDE at (800) 643-8459.

**Vendor Responsibilities**

- The commodities requested on this purchase order are not transferable by the designated vendor to third parties on a consignment basis. All contracts are on a direct basis between the department and the vendor identified on the reverse side of this document, unless subcontracting is allowed by the purchase order or bid document.
- Any inquiries relative to this purchase order should be directed to the department's purchasing agent located at the address on the reverse side of this document. Collect phone calls will not be accepted.
- The vendor for this purchase shall not knowingly employ illegal aliens which constitutes a violation of the employment provisions as determined pursuant to section 274A(c) of the Immigration and Nationality Act.
- The Vendor agrees to comply with the provisions of Section 216.347, F.S. which prohibits the expenditure of some funds for the purpose of lobbying the Legislature or a state agency.

**Discrimination:**

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.